

# Terms & Conditions

### 1. Parties and Scope of Application

The following Terms and Conditions (T&Cs) govern the relationship between you, our client (hereafter referred to as "you") and Ocean Visa Service e.u., (hereafter referred to as "Ocean Visa Service ") concerning the rendering of services by Ocean Visa Service .

The services provided by Ocean Visa Service are to assist you in obtaining visas and other travel documents. We determine and explain the documents and forms that you generally require to apply for a visa and submit these, after being properly filled out by you, to the proper authorities and offices. We act on your behalf as service providers and messengers. However, for all intents and purposes, the rules and regulations of the respective destination country are relevant for your visa (or other documents) application. Ocean Visa Service cannot be made liable for third party (consulates, agents) services.

These T&Cs apply to all offers and contracts between you and Ocean Visa Service or vicarious services rendered for Ocean Visa Service with regard to and not excluding the processing of visa, passport and/or other documents that we either directly or vicariously provide for you. Some terms may also apply to an issuing authority, i.e. embassy, consulate or other office, that either issues or provides the documents you have requested.

#### 2. Procedure

Ocean Visa Service endeavors to provide you with accurate information and to ensure that you are in possession of your travel visa before your departure date. However, please keep in mind that all visa application requirements (papers, fees, timeframe, etc.) are based on general criteria and are subject to change depending on the information you provide, i.e. current or previous nationality, place of abode, gender, age, profession, recent travels and/religious affiliation. Issuing authorities may also change country specific requirements without prior notice and require additional information from you. Ocean Visa Service endeavours to inform you about such changes as soon as possible.

#### 3. Submission of Documents

Ocean Visa Service processes solely the visa that you have requested in your application. We are not responsible for any other visas necessary for your travels that have not been applied for or that pertain to any stopovers on your trips.

You agree to accept these T&Cs upon submission of one or more visa applications to Ocean Visa Service

. After choosing your method of payment and the order confirmation, we will check your information and fill out the visa form according to the information you supplied to us. You are solely responsible for the accuracy of the information. Your signature on the visa form confirms that you have checked the information therein and that all information given is correct. Upon receipt of your documents, Ocean Visa Service checks the applications for completeness (not content) and begins the process of acquiring the visa. Should the documents not be completed,

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Ocean Visa Service retains the right to make any necessary changes and acquire any outstanding documents at extra cost. Ocean Visa Service retains the right to decline any submission at our sole discretion and at any time without giving any reason.

# 4. Visa Procurement

Upon receipt of your passport with the visa from Ocean Visa Service , it is important that you check that all visas required for your travel have been obtained and that the pertinent visa for every country you intend to visit is valid within the time frame for the arrival and departure dates in the country. It is also important to make sure that the appropriate visa (tourism, business, study) has been issued. Should you ascertain any discrepancies in your travel documents, you must inform Ocean Visa Service via email directly and immediately.

The issuing of a visa is solely at the discretion of the visa issuing and immigration authorities of the pertinent country. Said authorities have the final word on allowing entry into the pertinent country or region even if all requirements have been fulfilled. Ocean Visa Service makes no guarantee that the issuing authority issues the visa on time and within the specified time frame. Payment of the Ocean Visa Service processing fee is due even if the visa request is denied by the issuing authorities. Non-refundable tickets and/or reservations should only be bought or booked when all visas have been obtained.

# 5. Delivery

If not instructed otherwise, Ocean Visa Service returns the passport by registered mail. You have the possibility of choosing another shipping option whilst ordering. The order is considered to be completed as soon as it is handed over for dispatch to a logistic partner. All third party deliveries are subject to the terms of the respective business entity. Ocean Visa Service is not liable for loss or delay if a third party has been contracted for shipping.

# 6. Fees

All fees for Ocean Visa Service services are in accordance with those publicised on the website, including potential indirect taxes (if applicable) with respect to these fees as well as any further fees and payments charged by an issuing authority or a courier / delivery service, all of which must be payed by you.

Ocean Visa Service fees are non-refundable upon commencement of the application process

All fees paid by Ocean Visa Service to an issuing authority on your behalf are non-refundable. Should a visa or passport application be filed on your behalf and rejected, Ocean Visa Service will, at your request, re-attempt to obtain the pertinent travel document. You are responsible for the payment of any potential further fees charged by the issuing authority and, should this additional attempt be necessitated by an error on the client's part, Ocean Visa Service can charge an additional service fee .

Ocean Visa Service reserves the right to withhold all passports and documents until payment in full has been made. Ocean Visa Service -service fees may vary according to the number of working days required to complete the service.



#### 7. Exclusion of Liability

Ocean Visa Service provides visa and passport information in good faith and with the express understanding that this information represents the interpretation of all information presented by embassies, consulates or offices at any one time. Under no circumstances shall Ocean Visa Service be liable for errors or omissions pertaining to this information.

Wherever possible, Ocean Visa Service will attempt to process the client's visa, passport and/or documents according to the submitted information and application forms. However, it is the sole responsibility of the client to ensure that the pertinent visa for every country the client intends to visit is valid within the time frame for the arrival and departure dates in the country and that the number of entries into the country are confirmed and that the afore mentioned documents fulfil the required objective. As soon as Ocean Visa Service have sent your passport and your documents back to you, it is your responsibility to check that all necessary visas for your trip have been obtained, that the time frame of the visa encompasses the entry and departure dates of the country you intend to visit, that your personal details are correct and that your passport is valid for six months beyond your intended travel dates.

Please also note that, even if a visa has been issued, entry to a country may be denied as the final decision is up to the local immigration official. Ocean Visa Service also advises all travellers to obtain a visa before departure and not to rely on acquiring a visa "on arrival".

#### 8. Limitation of Liability

Should a passport, document or any other object go missing, be misplaced, damaged, delayed or destroyed, whatever the circumstances may be, Ocean Visa Service is only liable insofar it bears responsibility and solely to the extent of the costs involved in a simple renewal of said document. Ocean Visa Service does not assume responsibility for the loss, damage, delay or destruction of documents by third parties such as a delivery service or issuing authority. Passport covers and all other documents such as original bank statements, certificates of education, birth certificates, etc. that were not requested by Ocean Visa Service , should be retained by the applicant. Ocean Visa Service does not accept any liability for the loss or damage thereof.

Ocean Visa Service does not accept any liability for travellers who decide to obtain a visa upon arrival. To the fullest extent permitted by law, Ocean Visa Service excludes liability or limits it to any direct or indirect damages or consequential damages as well as implicit terms and representations, including and without limitation, relating to loss of profit or travel expenses or possible damages incurring from using the information obtained from the website. Subject to any other provisions of this clause, its maximum liability for damages caused to non-users, whether due to breach of contract, tortious liability or any other reason, may not exceed the amount of the fee paid by you to Ocean Visa Service for its services; to users, the loss and damages for which Ocean Visa Service is directly responsible and can be attributed wholly to flawed services on the part of Ocean Visa Service , may not exceed EUR 300.

#### 9. Claim Deadline

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You have one month's time from date of delivery of the visa (i.e. if not yet sent, from date of order) after completion of service by Ocean Visa Service to inform us of any claims you intend to make. Any right to amendment or compensation is forfeited after this time period.

### 10. General

These T&Cs and any documents herein specifically mentioned constitute the whole of the agreement between us and supersede any prior agreements, communications, understandings, arrangements or settlements between us regarding the object of every contract. Should any one of these terms not comply with the law, the term must be interpreted to the necessary extent that it has maximum impact. If any of the provisions herein are void, it must be handled separately. Insofar as Ocean Visa Service not be in a position to honour a contractual agreement due to circumstances, issues or events beyond its control (Acts of God), Ocean Visa Service is exempt from fulfilling its obligations to the extent of the delay, limitation or disruption. Ocean Visa Service is authorised to either wholly or partially assign its commitments to a subcontractor, i.e. assign its rights in accordance with this contract. This agreement does not create, and shall not be construed as creating, any rights enforceable by any person not party to this agreement with the exception of a legal successor, i.e. an assigned creditor. All legal disputes in connection with this agreement are subject to Austrian law. The court of jurisdiction is Vienna.